

Memorandum of Understanding (MOU)

This Memorandum of Understanding (“MOU”) is executed in Gurugram on **25.04.25** (“Effective Date”) by and among

Faculty of Engineering & Technology, under the **Shree Guru Gobind Singh Tricentenary University**, having its registered office at Budhera, Gurugram-Badli Road, Gurugram, Haryana-122505 (hereinafter referred to as “SGT University” or “SGT”, which expression shall unless repugnant to the meaning or context hereof be deemed to include its representatives, executors, administrators, its agents and permitted assigns) and is duly represented by **Dr. Joginder Yadav**, Registrar, SGT University as the First Party

And

OctoDo Solutions Private Limited, a proprietary firm, having its registered office at, 183/ A-1, Gyan Khand 1, Indirapuram, Ghaziabad, Uttar Pradesh 201014, India, hereinafter referred to as “**OctoDo Solutions Private Limited**”, which expression shall unless repugnant to the meaning or context hereof be deemed to include its representatives, executors, administrators, its agents and permitted assigns, acting through its authorized signatory, **CEO**, as the Second Party.

Both **SGT University** and **OctoDo Solutions Private Limited** are individually referred to as the Party and jointly as the Parties.

WHEREAS:

1. **SGT University** and **OctoDo Solutions Private Limited** believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
2. WHEREAS, **SGT University** is providing education in various disciplines, which is relevant for today’s health care needs & highly competitive global market. The University offers a unique blend of theoretical & practical training & cutting-edge technology to students, making them technically well-rounded professionals.
3. WHEREAS, **OctoDo Solutions Private Limited** is providing advanced software solutions in AI and Machine Learning through wide array of services, including Software Development, Automation Tools, SAAS Platforms, Web Based-Applications, AI ML-Integration and Digital Branding.
4. The Parties also believe that budding graduates from the Institutions could play a key role in technological up-gradation, innovation, and competitiveness of an industry and therefore close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge. The parties also intend to keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.

NOW, THEREFORE, THIS LETTER WITNESSETH AND PARTIES COVENANTS:

1. TERMS

- a. **Placement & Internship Opportunities:** Placement and the internship opportunity will be provided by **OctoDo Solutions Private Limited**, to the students of SGT University based on their CGPA and PI performance. The criteria for the consideration of the candidates will be solely decided by **OctoDo Solutions Private Limited**.
- b. **Webinars/Seminars:** **OctoDo Solutions Private Limited** and **SGTU**, in collaboration, will conduct seminars and webinars for the students, to train and acquaint them with the industry requirements.
- c. **Workshops/ Training Sessions:** **OctoDo Solutions Private Limited** and **SGTU**, in collaboration, will conduct Workshops/ Training Sessions for the students, to upskill their abilities, at the SGT University.


Registrar
SGT University
Budhera, Gurugram

For OctoDo Solutions Pvt. Ltd.

Anjali Bansal
Director

2. TERM AND TERMINATION

The MOU shall be effective and enforceable from the date of authentication by both the Parties. The MOU shall be valid for a period of 12 months. Before the expiry of the MOU, in case either of the parties do not notify within 10 days in writing to the other that they wish to rescind from the MOU, the MOU shall be automatically extended for a further period as per agreed terms in between the Parties to the present MOU.

It may, however, be open to either of the Party to terminate the MOU by giving the other party a notice period of 10 days. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination.

3. LIMITATION OF LIABILITY

Neither Party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This MoU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

4. INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all right, title, and interest in its works, creations, and inventions, including all intellectual property rights therein (collectively "IPR Rights"), and nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its IPR Rights. Either party may use the name, registered trademarks, service marks, logos, insignia, or any other proprietary designation (collectively the "Marks") of the other Party or its products or services with the other Party's prior written approval, however, nothing in this MOU shall be deemed, construed or interpreted as granting to either Party any right to use any of the Marks, products or services of the other Party. While using the said Marks, the party which uses the said Marks shall comply at all times with the current version of the applicable mark and logo guidelines of the other party without any fail.

5. AMENDMENT

Any modification, amendment, or waiver of any provision of this MOU shall be effective if, but only if, in writing and signed in person or by a duly authorized representative of each party against whom enforcement of such modification, amendment or waiver is sought.

6. GOVERNING LAW AND JURISDICTION:

This MOU shall be governed by and construed in accordance with the substantive laws of the Republic of India. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Gurugram.

7. INDEPENDENT CONTRACTORS

The status of the parties under this MOU shall be that of independent contractors. No party shall be authorized to waive any right or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this MOU shall be construed as establishing a partnership, joint venture, agency, employment, or other similar relationship between the parties hereto.

8. ASSIGNABILITY

This MOU shall not be assignable or otherwise transferable by a party without the prior written consent of the other party.

9. DISPUTE RESOLUTION

Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to arbitration to a person jointly appointed by the parties as per the law relating to arbitration in India and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall be held in Gurugram.

10. FINANCIAL IMPLICATIONS

No financial commitments, in any regard, are part of this MOU, between SGT University and OctoDo Solutions Private Limited.

Registrar
SGT University
Budhera, Gurugram

For OctoDo Solutions Pvt. Ltd.
Anjali Bhandari
Director

11. CONFIDENTIALITY:

Neither party shall publicize this MOU and the annexes thereto, the provisions herein or related subject matter to any third party unless agreed to in writing by the other party. The parties agree that any proprietary business and/or technical information or material received orally or in writing and which is designated as "Confidential" or similar restrictive legend (hereinafter "Confidential Information") provided in connection with this MOU will be held and maintained in confidence, including this MOU and its annexes, and shall not be disclosed to any third party without the prior written consent of the disclosing party. The obligation upon the parties to protect the Confidential

Information of the other under this MOU shall survive any expiration or termination of the relationship between the parties for any reason.

12. PARTIAL INVALIDITY:

If any clause, paragraph, term, or provision, of this MOU or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, such clause, paragraph, term or provision shall be deemed several and the remainder of the MOU shall remain valid and enforceable.

13. FORCE MAJEURE:

If the performance of this MOU or of any obligation hereunder is prevented, restricted, or interfered with by reason of any cause beyond the reasonable control of the affected party, such party, upon prompt written notice to the other party, shall be excused from such performance to the extent of the aforementioned prevention, restriction or interference.

BOTH SGT UNIVERSITY AND OCTODO SOLUTIONS PRIVATE LIMITED HAVE EACH CAUSED THIS LETTER TO BE DULY EXECUTED BY ITS AUTHORIZED REPRESENTATIVES.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed on the day and year first hereinabove written and, in the manner, hereinafter mentioned.

The First Party	The Second Party
 <p>Registrar SGT University Gurugram</p> <p>Dr. Joginder Yadav Registrar Shree Guru Gobind Singh Tricentenary University, Gurugram-Badli Road, Gurugram, Haryana 122505</p>	<p>For OctoDo Solutions Pvt. Ltd.</p>  <p>Director</p> <p>Ms. Anjali Bansal CEO OctoDo Solutions Private Limited 183/ A-1, Gyan Khand 1, Indrapuram, Ghaziabad, Uttar Pradesh 201014</p>